

SERVICES AGREEMENT

Between

FLETCHER GROUP, INC

And

This Personal Services Agreement (“Agreement”) has an Effective Date of _____, made by and between Fletcher Group, Inc, a 501 c (3) Kentucky Corporation having its principal place of business at 601 Meyers Baker Road, Suite 238, London, KY 40741 (hereinafter referred to as “FGI” or “Contractor”) and _____, hereinafter referred to as Participating Provider, Provider or Subcontractor, with its principal place of business at _____.

WITNESSETH:

WHEREAS, FGI is a not-for-profit corporation that provides technical assistance to communities and organizations to develop substance use disorder (“SUD”) recovery support services, including special populations such as those involved in the criminal justice system suffering with SUD; and,

WHEREAS, FGI has entered a Memorandum of Agreement (MOA) with the Commonwealth of Kentucky (“Commonwealth “), Cabinet for Health and Family Services (“CHFS”) Department for Behavioral Health, Developmental and Intellectual Disabilities (“BHDID”) to provide certain services to support the implementation of the Behavioral Health Conditional Dismissal Program (“CDP” or “Program”), a pilot program mandated by Senate Bill 90; and,

WHEREAS, CDP is designed to provide eligible individuals with a behavioral health disorder and qualifying low-level charges with an alternative to incarceration and further penetration into the criminal justice system. Eligible individuals may receive treatment and recovery support services to address their behavioral health disorder, including outpatient, intensive inpatient, partial hospitalization, residential treatment, educational and vocational services, and housing assistance; and,

WHEREAS, the CDP will operate within certain counties selected by the Chief Justice of the Kentucky Supreme Court and the successful completion of the CDP will result in the dismissal of eligible charges; and,

WHEREAS, Participating Providers must meet certain licensure and legislatively established criteria, adhere to programmatic expectations, and have been approved by BHDID to serve as a provider of treatment and recovery services for participants in the CDP (“Participants”); and,

WHEREAS, the MOA authorizes FGI to establish and maintain a subcontract with the approved Providers to deliver services for the Program; and,

WHEREAS, FGI is a 501(c)(3) organization that will provide an array of services, including reimbursement through BHDID to Participating Providers for billable services when participants a) are not yet enrolled in Medicaid or private health insurance; b) covered by Medicare, but not dually enrolled in Medicaid; c) covered by Tricare, but not dually enrolled in Medicaid; or d) covered by private insurance with a deductible greater than \$1,000 and an income that does not exceed 150% of the federal poverty level.

WHEREAS, FGI will also provide access to a data collection platform that will be utilized by Participating Providers to report required data points required by SB 90; and,

NOW, THEREFORE, the Parties do mutually agree as follows:

I. Provider Scope of Work and Responsibilities to Participate in the CDP.

Provider agrees to the following responsibilities and to provide the following services:

1. Complete the onboarding process which includes but is not limited to attending a kickoff call, and relevant staff participating in the New Provider training, DDOR training, and Patient Retention Training.
2. Admitting participants within the statutory timelines.
3. Completion of releases, consents and authorizations of information that include BHCDP state agencies.
4. Making required referrals.
5. Providing Case Management services.
6. Collecting and entering the required data into the appropriate data platforms, including the FGI data platform.
7. Completing the FGI eligibility tracker and invoicing monthly for participant services that meet or comply with the Program criteria.
8. Collaborating with certain state agencies engaged in the holistic care of the participant, including Kentucky Office of Adult Education and the Administrative Office of the Courts (“AOC”).
9. Attending check-ins at agreed upon intervals with FGI’s provider liaison to ensure the appropriate functioning of the program and to provide feedback.
10. Notify the AOC Case Navigator within 24 hours of Provider’s initial appointment to provide CDP services for Participant.

11. Perform a clinical biopsychosocial assessment of the Participant and complete a treatment plan based on the individual needs of the Participant within 72 hours of the initial appointment to provide CDP services for Participant.
12. Ensure access to the following mental health and SUD services based on the assessment and needs of the Participant. The below services can be either provided directly or by referral:
 - a. Inpatient
 - b. Outpatient
 - c. Case Management
 - d. Intensive Outpatient
 - e. Cognitive Behavioral Therapy
 - f. Medications for Opioid Use Disorder (MOUD), including agonist and antagonist formulations
 - g. Withdrawal Management to include MOUD access
 - h. Residential Treatment
 - i. Harm Reduction Services
 - j. Drug Testing
 - k. Peer Support Services
 - l. Transitional Living/Recovery Housing
 - m. Educational & Vocational Services
13. Provide a written report to be sent to the AOC Navigator by completion of the status change by placing a notification in DDOR/digital data collection program within 24 hours if Participant is discharged from the Program based upon lack of adherence to the terms and conditions of the Program. To use reasonable efforts to refer the Participant to an appropriate treatment Provider if the Participant is administratively discharged for nonadherence to Program guidelines and procedures, such as attendance requirements, behavior issues, and nonparticipation in the treatment plan. The Provider is expected to assist the Participant and provide a smooth transition to an alternative treatment provider and inform the AOC Case Navigator of the name and location of the agency to which the Participant was referred to submit all reports as required or requested by BHDID and FGI. Reports shall include:
 - a. A Stabilization Report within fourteen (14) days of the execution of the participant agreement.
 - b. A Continuing Care Report within twenty-eight (28) days after submission of the initial fourteen (14) day report.
 - c. Subsequent Progress reports due at 90, 180, 270, and 360 days from the time the participant entered the CDP; and
 - d. Complete a final report if requested upon a participant's exit from the CDP of a participant's successful completion of the Program.
14. Immediately work with the Participant to determine if Participant has insurance or coverage for treatment services offered through the Program. If not, Provider shall assist the Participant and/or provide access to assistance for the Participant to obtain insurance or coverage within five (5) days of the initiation of treatment

15. If Provider is unable to obtain insurance or coverage through Medicaid or any payor program for Participant, Provider shall immediately notify FGI that Participant is not able to obtain insurance or other coverage through the Patient Eligibility Registration Form and Provider shall collaborate closely with and coordinate with FGI to implement coverage for Participant.

16. To review and comply with the additional requirements for the BHCDP that are set out in detail in the BHCDP Provider Manual (“Manual”) and available at kentuckyprovider.org. Provider acknowledges and agrees that the BHCDP Provider Manual may be amended from time to time, and Provider agrees to comply with any and all amendments to the BHCDP as provided in the Manual. Provider acknowledges and agrees the Manual is made a part of this contract as though set out at length herein.

II. Additional Provider Responsibilities, Certifications, Acknowledgments and Prohibitions

Provider agrees to the following:

1. To establish and implement an appropriate Health Insurance Portability And Accountability Act (“HIPAA”) compliance plan and to enter into a Business Associate Agreement (“BAA”) with Contractor. A copy of the BAA is attached to the Agreement and made a part hereof as though set out at length herein.

2. To cooperate with BHDID and Contractor in the event of a situation of Force Majeure as described in more detail in Provision X below.

3. To maintain all necessary insurance, including but not limited to directors’ and officers’ liability insurance, workers’ compensation insurance, employer liability insurance, and such other insurance as reasonably necessary to provide adequate coverage during the term of this Agreement against losses and liabilities attributable to acts or omissions of the Subcontractor in the performance of Provider’s duties set out in this Agreement. Subcontractor agrees to deliver or cause to be provided evidence of such coverage to Contractor upon request. Unless Subcontractor is self-insured, Subcontractor shall name CHFS as an additional insured on any policy except the Workers’ Compensation policy. The subcontractor shall notify in writing CHFS and FGI of the evidence of insurance coverage within five (5) business days of coverage. CHFS or FGI shall not be responsible for any premiums or assessments on such insurance policies. The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to CHFS and FGI. The Subcontractor shall notify CHFS and FGI within five (5) business days of any notice to the Provider of cancellation or interruption of the Subcontractor’s insurance coverage. If any insurance coverage expires during the term of this Agreement, the Provider shall provide notice to BHDID and Contractor at least thirty (30) calendar days prior to the expiration date of a new Certificate of Insurance evidencing coverage for not less than the remainder of the term of the Agreement.

4. To ensure that all appropriate licenses, registrations, and/or certifications to provide the services required in the Agreement are maintained without interruption. Subcontractor shall also procure all necessary permits, pay all appropriate taxes, and comply with all applicable

laws, regulations, and ordinances of all federal, state, and local governments that is applicable to this Agreement

5. To ensure that all providers, staff members and Provider subcontractors performing services under this Agreement are not included on any formal registry, listing, or list of excluded individuals or entities that are required by law that relates to fraud, abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of discovery of an individual or entity on such listing, Subcontractor shall immediately notify CHFS and FGI. In addition, Provider agrees it will use reasonable efforts to employ staff members under this Agreement who are not prohibited or debarred from providing service or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, Provider shall immediately notify BHDID and Contractor.

6. To provide to BHDID and FGI, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of this Agreement. Provider understands and agrees that CHFS and any of its duly authorized agents or representatives shall have access to can examine any books, documents, papers, records, or any other materials pertinent to this Agreement for the purpose of confirming compliance with the terms of this Agreement, including monitoring, auditing, and review of transcriptions. Provider agrees to coordinate and work with FGI to ensure compliance with or correction of any findings of noncompliance with any law, regulations, audit requirement or generally accepted accounting principle that may be identified.

7. Provider certifies there are no legal actions, investigations, or other proceedings pending or threatened against the Provider that would have a material effect on Provider's ability to perform under this Agreement.

8. To maintain all Agreement records for not less than three (3) years after all Agreement matters (e.g. audit, settlement of audit exceptions, disputes,) are resolved and in accordance with applicable federal and/or state law, regulations, and policies (except as may otherwise be specified in this Agreement).

9. To cooperate with BHDID and FGI in complying with any response, mitigation, correction, investigation, and notification requirements of this Agreement or any law, regulation or policy.

10. To comply with any finding of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principles relating to this Agreement. Provider shall bear the expense of any noncompliance finding that is based on Provider's services under this Agreement.

11. That Provider and its personnel who may provide services under this Agreement shall abide by any applicable codes of ethics or conduct. Failure of Provider to abide by applicable codes of ethics or conduct may result in the immediate termination of the Provider.

12. To comply with all applicable standards, orders, or regulations issued pursuant to the clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

13. To not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs or reprisal or retaliations for prior civil rights activity or any other protected class identified in federal, state, or local laws.

14. To comply with the provisions of the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as applicable, and all other applicable federal, state and local regulations relating to prohibiting discrimination.

15. To comply with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

16. To comply with the prohibition against National Origin discrimination and, by extension discrimination based on Limited English Proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

17. Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;

18. Have a method of identifying LEP individuals; and

19. Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

20. To maintain and implement a Business Continuity Plan, Disaster Recovery Plan and Information Security Plan. Subcontractor will coordinate with FGI in the establishment of such plans and will provide copies to FGI, if requested.

21. Provider certifies that it will provide a drug-free workplace in accordance with 2 CFR Part 182.

22. That it shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code to CHFS and FGI and that it has read Section 5.00.03 and Section 19.00 of the MOA and agrees that Subcontractor is not in violation of such Sections and is in compliance with such requirements set out therein. Subcontractor acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for each failure. Specifically, the Subcontractor shall certify as follows:

“If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of a Member of Congress in connection with

this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form to Report Lobbying” in accordance with its instructions.

23. Provider has been provided and has reviewed FGI’s MOA with the Commonwealth and agrees to such terms and conditions of the MOA that also apply to the Subcontractor and will collaborate, coordinate and work with FGI to meet its obligations under the MOA.

II. Responsibilities of FGI.

1. FGI will support Provider through initial and ongoing provider training along with other support services and will meet upon request and at least at set periodic times to update Provider on changes or new policies and procedures in the Program that may impact Provider.
2. FGI will serve as a liaison for Provider with AOC, KYAE and BHDID to assist in communications among all Parties.
3. FGI will provide coordination between Statewide assessors and provider.
4. FGI will process appropriate Provider treatment reimbursement requests.
5. FGI will provide access to the data platform for submission of reports at no cost to the provider.
6. Provide quality checks on data submissions
7. FGI will provide consultation and support for provider quality improvement initiatives that enhance the BHCDP that may include program evaluation activities.
8. Provide program reports to DBHDID

III. Invoices

1. Provider shall invoice for appropriate services utilizing the format provided by the Program. All services for the Program shall be subject to approval and limited to the amounts set out in Exhibit A. Details concerning invoicing for services are set out in Exhibit A which is attached hereto and made a part hereof as though set out at length herein. Subcontractors shall provide timely invoices defined as invoicing for services no less frequently than monthly, including invoices to FGI for Participants with no healthcare coverage. Invoices shall be submitted in the form and as required by FGI. Provider shall maintain records of all assessments/screenings, treatments and other documentation of work performed and conducted during that month as required in this Agreement in the event of an audit or inspection.

2. Invoices shall include:

- a. Charges that do not exceed the fee schedule as defined on current Kentucky Department of Medicaid Services Provider Fee Schedule. The total amount due and owing for the services performed during the invoice period, a description of the services performed, appropriate CPT codes, the unit of service, dates of service, and other details that FGI requires to administer and approve the invoice for service provided in the Program. The provider shall work with FGI if additional information is needed for approval of the invoice.

IV. Term

This Agreement shall become effective upon full execution of this Agreement and the attached BAA and will remain in effect until June 30, 2025, unless terminated earlier by the Parties. The agreement may be renewed by written consent of the Parties in one-year increments for up to four (4) years.

V. Notice of Termination

1. Either party may terminate this Agreement at any time if the other party breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within thirty (30) days after receipt of such notice.
2. Contractor shall immediately terminate this Agreement if the following occurs:
 - a. There is the loss or departure of key personnel by the Subcontractor that would jeopardize both the quality and time of performance or make performance impractical with respect to the budget contemplated for this contract, and a mutually acceptable replacement cannot be found.
 - b. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to the satisfaction of either party; or
 - c. The other party ceases, discontinues, or indefinitely suspends its business activities related to the services to be provided under this contract, or the other party voluntarily files for bankruptcy; or
 - d. If FGI determines that Subcontractor is unable to provide or invoice for needed services as required under the MOA or if the CDP becomes unsustainable, for whatever reason, including a lack of funding for the Program.
 - e. If Subcontractor fails to acquire or maintain appropriate licenses, registrations, and/or certifications to provide the services required herein or Subcontractor fails to procure all necessary permits, pay all appropriate taxes, and comply with all applicable laws, regulations, and ordinances of all federal, state and local governments.
 - f. For fraud, abuse, malfeasance, illegal conduct, abusive or inaccurate billing practices.
3. FGI may also terminate this agreement with 30 days' notice if the MOA with FGI is terminated for any reason by the Commonwealth.
4. Either party may terminate this contract for any reason with 60 days' written notice by email, fax, or hard copy to both technical and administrative contacts of the other party.
5. In the event of termination, immediate written notice by email, fax, or hard copy shall be given by the party requesting termination to the technical contact set out in Section XVIII below and shall specify both the reason and the effective date of termination.

6. In the event of termination, the Subcontractor agrees to work with and coordinate with BHDID and FGI to effectuate a smooth and orderly transition of the Subcontractor's responsibilities set out in this Agreement.

VI. Required Reporting

Subcontractor shall submit reports containing required data points and information at such designated intervals and required time frames on the data platform provided by FGI. Details concerning the reports and data reporting requirements are set out in the Provider Manual which is incorporated as a part of this Agreement as though set out at length herein.

VII. Intellectual Property ("IP")

1. Subcontractor agrees that certain formulae, methodology, or other reports and compilations of data provided to CHFS shall be the exclusive property of CHFS unless specific ownership is otherwise identified.
2. If CHFS determines it has no rights to the IP, then all rights and title to all inventions, improvements, and/or discoveries, including software, know-how, patent, and other intellectual or industrial property conceived and/or made solely by one or more employees or students of Contractor in the performance of this Agreement, shall belong to the Contractor,
3. If CHFS determines it has no rights to the IP, all rights and title to all inventions, improvements, and/or discoveries, including software, know-how, patent, and other intellectual or industrial property conceived and/or made solely by one or more employees or students of Subcontractor in the performance of the Agreement, shall belong to Subcontractor.
4. If CHFS determines it has no rights to the IP, all rights and title to all inventions, improvements, and/or discoveries, including software, know-how, patent, and other intellectual or industrial property conceived and/or made jointly by one or more employees or students of Subcontractor and one or more employees of Contractor in the performance of the agreement, shall belong jointly to the Subcontractor and Contractor.
5. Subcontractor shall promptly notify BHDID and FGI of any inventions, improvements, discoveries, software, and the like conceived and/or made during the performance of this agreement (hereafter, "Inventions"). Disclosures submitted by Subcontractor to BHDID and Contractor shall be identified as confidential.

VIII. Proprietary or Confidential Information

1. Should proprietary or confidential information be exchanged under this Agreement, each party agrees, absent any special provision to the contrary, to:
 - a. Comply with the federal and state law, rules and regulations governing access to and use of information and data provided by or to CHFS or FGI. Subcontractor

shall review Section 4.02.06 entitled Confidential Information set out in the MOA and provide written assurances Subcontractor will comply with the requirements set out therein. The Subcontractor shall have appropriate agreements extending the confidentiality requirements set out in the MOA and herein to all of Subcontractor's employees;

- b. Enter into the attached BAA with Contractor and comply with HIPAA requirements for managing all protected health information;
- c. Use its best efforts to receive and maintain in confidence any and all confidential or proprietary information delivered by one party hereto to the other party.
- d. Use confidential information solely for the purpose or purposes for which it was disclosed and for no other purpose whatsoever;
- e. As a receiving party, to disclose confidential information to its employees, officers, agents, and representatives only on a need-to-know basis;
- f. Identify in writing all confidential or proprietary information as such at the time of disclosure;
- g. Not release confidential or proprietary information to any third parties unless it meets state and federal requirements; and
- h. To dispose of or return proprietary or confidential information to the disclosing party when requested, upon expiration or termination of this contract or as otherwise provided in this Agreement.

2. The foregoing will not apply to:

- a. Information that the Commonwealth has released in writing and is not maintaining as confidential;
- b. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
- c. Information that, after disclosure, becomes part of the public domain as defined above, through no act of Subcontractor; or
- d. Information required to be disclosed by law.

Any release of confidential information by the receiving party shall be done to satisfy the requirements of federal, state, or local laws. The Subcontractor shall have appropriate agreements extending these confidentiality requirements to all employees, agents, subcontractors and other required entities.

IX. Force Majeure

Neither Party shall be liable for public utility performance (e.g. Postal Service, telephone, or water company) or for the consequences of public utility non-performance. Events or conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements, transportation crashes, a pandemic requiring the issuance of a State of Emergency Declaration by the Governor or the Commonwealth, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that CHFS shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Subcontractor and the Parties shall negotiate in good faith and appropriate offset to the

compensation payable under this Agreement. The Subcontractor shall cooperate with CHFS and FGI in such an event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Subcontractor must inform BHDID and FGI, orally or in writing, as soon as possible of the existence of a force majeure event. To preserve this right as a defense, Subcontractor must inform BHDID and FGI in writing, with confirmation of receipt, within twenty (20) business days of the existence of a force majeure event or otherwise waive this right as a defense.

X. Publication

Subject to the procedures and policies established under 920 KAR 1:060 and any limitations of Proprietary or Confidential Information, Subcontractor shall not have the right to publish any information or material resulting from conducting the Scope of Work or provision of services under this Agreement unless agreed upon by FGI and CHFS. If CHFS and FGI agree to such request for publication, the Subcontractor shall furnish BHDID and FGI with a copy of any proposed publication 30 days in advance of the proposed publication date for review and comment. BHDID and FGI may require deletion of any Proprietary or Confidential Information included in such proposed publication. BHDID and FGI may also request Subcontractor to delay publication for a maximum of an additional 60 days in order to pursue patent protection on any Invention described in the manuscript.

XI. Changes and Modifications

Any changes to the terms of the provisions of this Agreement must be made in writing and any agreement to changes or modifications executed in writing by both parties to indicate acceptance of the modification. (Is this last sentence that I removed necessary here? I think it is confusing)

XII. Assignments and Subcontracts

No performance of services or payments involving this Agreement may be assigned, subcontracted, transferred, or otherwise given or imposed on any other party by Subcontractor without the prior written consent of FGI.

XIII. Additional Responsibilities

1. Without affecting or limiting any other provisions of this contract, it is agreed that each party's obligations under Section VIII entitled Intellectual Property and Section IX Entitled Proprietary or Confidential Information, will survive the expiration of this contract.
2. Each party to this contract is an independent party and each party is solely responsible for its own business expenses and employees including but not limited to salaries, benefits, insurance, withholdings, worker compensation and taxes. Employees of either party shall not be deemed agents, employees or representatives of the other party.

3. In the execution to this Agreement, Provider certifies and attests that the person whose signature is set forth below is duly authorized to execute this Agreement and bind the Provider.

XIV. Access to Information

Nothing in this Agreement shall constitute either party as an agent or legal representative of the other party for any purpose whatsoever except as described herein. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties and shall make no representation of such to any person or entity.

XV. Indemnification and Hold Harmless

Provider shall indemnify and hold harmless CHFS and the Contractor and their agents, representatives, officers, directors, employees, ensure Provider's failure assigns from and against any and all expenses, costs, (including attorneys' fees), causes of action, liability, loss and /or damages suffered or incurred by CHFS or the Contractor that results from or arises out of

- a. this Agreement;
- b. any and all acts of the Provider
- c. the policies and procedures of the Provider, specifically including all employment practices employed by the Provider during the term of this or any other prior Agreement with CHFS or Contractor;
- d. any dishonest, fraudulent, criminal, or negligent or unauthorized acts, errors or omissions which are committed by the Provider or any of the Provider's employees or agents;
- e. the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS or Contractor in an unauthorized manner provided that such action was not taken by Provider as a result of the express written request of CHFS or the Contractor; or
- f. the Provider's failure to comply with any applicable state or federal laws or regulations.

XVI. Notices

1. All notices or correspondence required under this Agreement shall be provided to the following:

Fletcher Group

David Johnson, CEO
406-360-0767
djohnson@fletchergroup.org

Subcontractor

XVII. Applicable Law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky

XVIII. Electronic Signatures

This Agreement and any Exhibits may be executed in one or more counterparts, including electronic signatures, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement or any Exhibit transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

XIX. Entire Agreement

This contract is intended by the parties as a final written expression of their agreement and supersedes and replaces any prior oral or written agreement. Any terms or conditions inconsistent with or in addition to the terms and conditions herein contained shall be void and of no effect unless specifically agreed to in writing and signed by both parties.

XX. Authorization

Each person whose signature appears hereon represents and warrants that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this Agreement as of the date(s) set forth below:

Subcontractor Fletcher Group, Inc.

Signature _____ Signature: _____

Name: _____ Name (Printed): David Johnson

Title: _____ Title: CEO _____

Date: _____ Date: _____

Addendum – Different Locations:

This Addendum (the “Addendum”) forms an integral part of the contract agreement dated _____, between FGI and Subcontractor. All locations listed must apply to the Department of Behavioral Health, Developmental and Intellectual Disabilities separately and be approved to be reimbursed. This Addendum specifically addresses the provision of services/products in different locations as follows:

1. Location(s) Covered:

The parties agree that the services/products provided under the main body of the Agreement shall be executed in the following additional location(s):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

9. _____

10. _____

2. Applicable Terms:

All terms and conditions outlined in the main body of the Agreement shall remain applicable to the provision of services/products in the aforementioned locations. No changes to the fundamental terms of the Agreement are implied by this Addendum.

3. Additional Considerations:

Any additional costs, responsibilities, or adjustments related to providing services/products in the listed locations shall be mutually agreed upon by the Parties and documented in writing as necessary.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract Agreement along with the Addendum as of the date first above written.

Fletcher Group, Inc:

Signature: _____

Printed Name: _____

Date: _____

Subcontractor :

Signature: _____

Printed Name: _____

Date: _____

Exhibit A

Reimbursements and Invoicing

WHEREAS, FGI is a 501(c)(3) organization that will provide an array of services, including reimbursement through the Department for Behavioral Health, Developmental and Intellectual Disabilities (DBHDID) to participating behavioral health providers for billable services when participants a) are not yet enrolled in Medicaid or private health insurance; b) covered by Medicare, but not dually enrolled in Medicaid; c) covered by Tricare, but not dually enrolled in Medicaid; d) covered by private insurance with a deductible or copays and an income that does not exceed 150% of the federal poverty level. Providers must verify insurance status and provide assistance obtaining Medicaid for eligible candidates within five (5) days of initiating treatment. Providers shall reimburse FGI for any insurer reimbursement reconciled through backdated coverage.

Reimbursement rates for allowable services are based on the Kentucky Medicaid Fee-for-Service Behavioral Health Fee Schedule and the Community Mental Health Center (CMHC) rates for CMHCs and the daily rates for Certified Community Behavioral Health Clinics (CCBHC). Behavioral Health Providers will submit invoices to FGI that include CPT Code/HCPCS Code, ASAM level, Modifiers, Description, service units, treatment dates, patient name, patient date of birth, provider name, provider credential, and parent agency (if applicable).

The provider will submit invoices for claims on services occurring within each month, which will be submitted by the 25th of the following month. FGI will reimburse by check or direct deposit 30 days after receiving the claims upon review and approval by BHDID. |

Commented [DJ1]: This assumes approval by DBH

FGI will cap treatment service reimbursements for each individual a total of \$15,000 for each twelve (12) month period of program enrollment based on the date of treatment initiation.

Standard Operating Procedures for Reimbursing Providers for Uncovered Services in the Behavioral Health Conditional Dismissal Program

1. Purpose

The purpose is to remove financial barriers to participation in the Behavioral Health Conditional Dismissal Program (BHCDP) for providers and participants by providing a last-resort source of reimbursement.

2. Patient Eligibility

As the payor of last resort, Fletcher Group, Inc. (FGI), on behalf of the CDP, shall reimburse approved providers who provide services within the BHCDP program for patients who do not have insurance through a government or commercial plan. Providers may also be eligible to receive reimbursements for non-dual eligible participants for Medicare and Tricare without Medicaid coverage if the provider does not accept Medicare and/or Tricare. Providers may also be reimbursed for patients with high deductible plans and co-pays.

Services the Department of Medicaid Services or a commercial insurance carrier deems do not meet medical criteria, are not eligible for payment.

Providers must complete the Patient Eligibility Registration form when they receive a patient who may meet the eligibility criteria for reimbursement within five days of intake.

FGI will determine the services that will be reimbursed and the limitations to reimbursement based on eligibility, reimbursement caps, and the provider's support in assisting the participant in obtaining health insurance.

Claims are reviewed and approved by DBHDID, at which time claims are processed for payment.

3. Prerequisites

Providers must meet the following requirements to qualify for reimbursement through this program:

- a. Must be an approved provider for the BHCDP program.
- b. Execute provider contract and BAA, send FGI a W9, complete the lockbox or direct deposit forms, and complete provider training.
- c. Providers participating in the BHDCP may only bill the participants if, as above in Patient Eligibility, they provide for patient reimbursement through direct reimbursement to the patient for the stated services.
- d. The patient for whom reimbursement is requested must actively participate in the BHCDP program.
- e. Must document and attest that each reimbursement requested meets the eligibility requirements.
- f. Must provide upon request access to records of patient care to verify services delivered.
- g. Must provide the information outlined in this document for each requested reimbursement.

- h. Must be capable of completing the Eligibility Registration Form and Invoice provided by FGI.
- i. Must notify FGI if retroactive payments are received for services provided for a patient previously reimbursed through the BHCDP.

4. Responsibilities

- a. Provider must meet the above Prerequisites and be able to verify the participant's eligibility upon request.
- b. Providers must participate in provider training.
- c. The provider must file the claims within 45 days of providing the service.
- d. Document the services that are provided.
- e. Upon DBHDID approval, FGI shall reimburse qualified claims within 45 days of filing.
- f. FGI shall confirm attestation of eligibility before reimbursement.
- g. FGI shall do onsite provider verification of eligibility occasionally to check attestations.
- h. FGI shall provide monthly reports to the DHCDP program of provider payments.
- i. FGI shall provide training and ongoing assistance for participating providers.
- j. FGI shall maintain a contact person for assistance during regular business hours.

5. Reimbursable Services

The following services are allowable for billing (other qualifying services may be permitted as requested):

- a. Early intervention
- b. Outpatient
- c. Intensive Outpatient
- d. Partial Hospitalization
- e. Clinically Managed Low-Intensity Residential Services
- f. Clinically Managed Population-Specific High-Intensity Residential Services
- g. Clinically Managed Residential Services
- h. Medically Monitored High-Intensity Inpatient Services
- i. Medically Managed Intensive Inpatient Services
- j. Recovery Maintenance and Health Maintenance
- k. Low-Intensity Community-based Services
- l. High-Intensity Community-based Services
- m. Medically Monitored Non-Residential Services
- n. Targeted Case Management
- o. Peer Support Services

6. Reimbursement Caps

FGI will cap treatment service reimbursements for each individual a total of \$15,000 for each twelve (12) month period of program enrollment.

During each twelve (12) month period, FGI will cap non-reimbursed substance use treatment services as follows:

- 1.0 Outpatient Services: \$4,000
- 2.1 Intensive Outpatient Services: \$4,500
- 2.5 Partial Hospitalization Services: \$3,000
- 3.1 Clinically Managed Low-Intensity Residential Services: \$7,500
- 3.3 Clinically Managed Population-Specific High-Intensity Residential Services: \$8,000
- 3.5 Clinically Managed Residential Services: \$8,000
- 3.7 Medically Monitored High-Intensity Inpatient Services: \$9,000
- 4.0 Medically Managed Intensive Inpatient Services: \$9,000

During each twelve (12) month period, FGI will cap mental health treatment services as follows:

- I. Recovery Maintenance and Health Maintenance: \$4,000
- II. Low-Intensity Community-based Services: \$4,500
- III. High-Intensity Community-based Services: \$5,000
- IV. Medically Monitored Non-Residential Services: \$7,500
- V. Medically Monitored Residential Services: \$8,000
- VI. Medically-Managed Residential Services: \$9,000

The subcontractor shall notify FGI immediately if demand for services exceeds the total reimbursement amount of the Agreement.

Providers may appeal to FGI by emailing Erin Henle at ehenle@fletchergroup.org if they have a participant needing additional services who has reached their reimbursement cap. FGI will review with BHDID within 5 business days for standard requests and within 1 business day for urgent requests.

Procedure

1. Providers shall determine the eligibility of a participant who meets the above criteria and complete the Eligibility Registration Form, which can be found [here](#).
2. Providers shall assist eligible patients in filing for Medicaid coverage within five (5) days of treatment initiation.
3. Providers will complete the reimbursement request on each qualifying participant monthly, preferably by the 5th of each month, which can be found [here](#).
4. The invoice includes the information below:

- a. Provider name and Parent Agency, if applicable
 - b. Patient name
 - c. Provider's patient account number
 - d. Treatment dates, CPT procedure codes, and modifiers for the services provided.
 - e. A brief treatment description of services provided to include:
 - i. ASAM level of care
 - ii. Units of service
 - f. The total charged.
5. Providers shall provide FGI with account information for direct deposit and lockbox payment as appropriate to receive reimbursement.
 6. FGI shall review the filed invoice for completeness and ensure the filing meets the above mentioned requirements.
 7. FGI will base payments on the current Medicaid Fee Schedule found [here](#).
 8. FGI's Project Director, Erin Henle, shall be available and responsible for ensuring compliance and timely execution of payments.
 9. Appeals on payments shall be submitted to the FGI's Project Director, Erin Henle at ehenle@fletchergroup.org. FGI will contact the agency's designated point of contact in case of a disputed invoice within 30 days of receipt. FGI will keep the treatment provider informed of the progress of the dispute resolution process, including expected time frames. After an internal review, and review by DBHDID, FGI will communicate the final resolution decision to the treatment provider in writing, including any adjustments made to the claim or invoice, if applicable.